

Your Freight Place

At Schneider, we take pride in, and place great value on our relationships with our network of over 11,000 carriers. We view our carrier network as an integral part of our business, and work closely understanding their needs so that we can map them to the needs of our customers. Whether you have one truck or 10,000 trucks, Schneider is interested in working with you to understand your freight hauling capabilities and geographic regions. Schneider has one of the largest sales forces in the industry working to fill your freight hauling capacity.

The customer base for Schneider is constantly growing, providing great opportunities for carriers of all sizes and service capabilities. In fact, in the last few months we have added several million dollars of new business.

We have immediate freight hauling opportunities for carriers with Vans, Reefers, Flats, Steps, RGN's, and other specialty equipment. The opportunities range from local freight to long length of haul loads. Freight is available in the United States, Canada, and Mexico on a daily basis. Full truckload and LTL freight is available.

Freight opportunities are posted daily on our website at www.schneidercarriers.com. Carriers can post available capacity on the web site, search for freight on-line, chat on-line, or call the representatives in a given region to discuss available freight opportunities.

Improve Your Cash Flow & Purchasing Power:

Schneider understands the pressures today's carriers face, which is why Schneider has developed programs to help carriers improve their overall operations:

- Schneider QuickPay – Sign up for the Schneider QuickPay Program and improve your cash flow. The Schneider QuickPay Program offers release of payment within 2 business days from receipt of invoice and signed bill of lading.
- EFT Payments – Electronic deposits are available to all carriers at no additional cost.
- Schneider Carrier Purchasing Program helps carriers who do business with Schneider lower their operating costs. Carriers save an average of 8-15¢ per gallon on fuel and up to \$40 per tire purchased through the program. The program is available free of charge to any Schneider qualified carrier.
- For more information on these programs please call 800-558-1179.

How Do I Get Started?

Getting started with Schneider is simple. Just take a few minutes to review the enclosed information and complete the contract and carrier profile. The carrier profile will help Schneider understand your freight hauling abilities and needs.

If you have any questions please feel free to call us at 1-800-558-1179.

To help us qualify you as an approved carrier for Schneider, please fax the following items to 920-403-8718.

1) Insurance Requirements:

- a. A copy of your insurance certificate is required for set-up. If you have scheduled autos listed please provide a detailed list of all vehicles covered. The certificate must list Schneider as a Certificate Holder:
Schneider Logistics
PO Box 2666
Green Bay, WI 54306
- b. Minimum of \$100,000 in cargo insurance
- c. Minimum of \$1,000,000 in auto liability coverage
- d. No Binders/Declarations, or TBA in policy field will be accepted
- e. Active Policy # with current dates
- f. Schneider checks for the most current A.M. Best Ratings for insurance companies and only approves carriers whose insurer has a B+ or better rating

2) Carrier Profile (Page 3)

- a. Complete & return the carrier profile. This will help us understand your operational capabilities and needs.

3) Master Transportation Contract (attached pages 4-10)

- a. Return all 7 pages of the Master Transportation Contract
- b. Initial each page of the contract
- c. Make sure the following pages are filled out completely
 - i. Page 4 of the Master Transportation Contract
 1. Full Carrier Legal Name, City, and State
 2. Motor Carrier #
 - ii. Page 5 of the Master Transportation Contract
 1. Full Carrier Legal Name
 2. Complete Physical Address
 3. Carrier Fax #
 - iii. Page 10 of the Master Transportation Contract
 1. Full Carrier Legal Name
 2. Motor Carrier #
 3. Name (clearly printed), Title, and signature
 4. Date Signed
- 4) A copy of your operating authority –carriers **must be in business a minimum of 6 months** and have a valid interstate or intrastate authority. Intrastate only carrier must also have a active US DOT # to do business with Schneider.
- 5) Completed W-9 Form for tax purposes (Page 11 of packet)
- 6) Carriers with a Conditional or Unsatisfactory DOT safety rating will not qualify for set-up. Carriers who have not been rated by the DOT may qualify to haul freight for Schneider but will be subject to additional carrier qualification procedures prior to activation.

The carrier set-up process typically takes 2 business days. A Carrier Services Representative will contact you when the process is completed. The Carrier Service Representative will:

- ✓ Ensure that you have access to schneidercarriers.com and are trained on how to utilize the website
- ✓ Ensure that you get set-up on the Schneider QuickPay program, if you are interested.
- ✓ Ensure that you get set-up on the Carrier Purchasing Program, if you are interested.
- ✓ Help you get your first loads with Schneider.

A Carrier Service Representative may be contacted at (800) 558-1179 at any point in the future to assist you with issues or problems that may arise.

SCHNEIDER TRANSPORTATION MANAGEMENT // CARRIER PROFILE FORM

CONTACT INFORMATION

Carrier Legal Name _____
 Carrier DBA Name _____
 Physical Address _____ City _____ State _____ ZIP _____
 Mailing Address _____ City _____ State _____ ZIP _____
 Contact Name (first/last) _____ Title _____ Email _____
 Phone _____ Toll Free _____ Fax _____
 MC# _____ DOT# _____ EIN# _____
 Minority Owned Business Yes / No (If yes, please provide certificate for tracking purposes)

FLEET SIZE (Please include only the drivers and owner-operators running under your authority)

Number of Trucks Quantity _____ Number of Trailers Quantity _____

TRAILER TYPE

Van	53'	Quantity _____	Flat	Size _____	Quantity _____
Van	48'	Quantity _____	RGN	Size _____	Quantity _____
Reefer	53'	Quantity _____	Step Deck	Size _____	Quantity _____
Reefer	48'	Quantity _____	Other	Size _____	Quantity _____

MARKETS SERVED

Midwest (IN, KY, MI, OH, WV) _____	New England (CT, MA, ME, NH, VT) _____
WI/MN _____	Central Atlantic (NY, PA, NJ, MD) _____
IL/So. Plains (IL, IA, MO, KS) _____	
Southeast (AL, GA, VA, NC, SC, TN) _____	Southwest (AR, MS, LA, OK) _____
Florida _____	Texas _____
Northern CA (North of Fresno) _____	Plains (ND, SD, NE) _____
Southern CA (South of Fresno) _____	Mountains (CO, ID, MT, UT, WY) _____
Desert/Southwest (NM, AZ, NV) _____	Canada _____
Pacific Northwest (OR, WA) _____	Mexico _____

TOP LANES (Lanes you routinely look for freight)

Origin (City/State)	Destination (City/State)	Trailer Type	Frequency of Need
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

OTHER INFORMATION

Are you interested in our QuickPay Program Yes / No
 Are you interested in Electronic Deposits Yes / No
 Are you interested in learning more about our Carrier Purchasing Program (savings on fuel/tires)? Yes / No
 Are you currently C-TPAT certified? Yes / No SVI# _____
 Are you ACE certified? Yes / No
 Are you SmartWay certified? Yes / No
 Are you a Hazmat certified carrier (if yes, please include a copy of the certificate) Yes / No
 Do you have the ability to provide Dedicated Trailer Pools at a customer Yes / No
 Do you have any E-Trac Trailers? Yes / No

PLEASE COMPLETE AND FAX TO 920-403-8718

MASTER TRANSPORTATION CONTRACT

This Master Transportation Contract (hereinafter "Agreement"), effective as of date signed, ("Effective Date") is made by and between Schneider National Carriers, Inc., and Schneider National Bulk Carriers, Inc. (hereinafter referred to collectively as "Broker"), one or more licensed transportation brokers that control their Customer's freight and _____ (*full carrier legal name*)

located in, _____, a licensed motor carrier operating under MC # _____
City, State *Motor Carrier #*

that provides transportation and related services under contract (hereinafter "Carrier") for: Schneider National Carriers, Inc.; Schneider National Bulk Carriers, Inc., and their respective customers (hereinafter collectively referred to as "Customer"). The parties do hereby enter into this contract pursuant to 49 U.S.C. 14101 (b) for the purposes of providing and receiving specified services subject to specified rates and conditions, and under which the parties intend to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, to the extent that any provision therein is inconsistent with any of the provision of this Contract. In consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

GENERAL BUSINESS COVENANTS

1. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter from year to year until terminated by either party, with or without cause, on thirty (30) days prior written notice at any time.

2. Independent Contractor. Carrier understands and agrees that Carrier is an independent contractor of Broker and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Tender Document. Carrier represents that it is registered with FMCSA as a motor contract, common or for-hire carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by Broker. Carrier agrees to assume full responsibility for the payment of all local, state, federal and provincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services for Broker or the Customer, and Carrier agrees to indemnify, defend and hold Broker and Customer(s) harmless therefrom. Carrier agrees to perform the services under this Agreement in accordance with the highest standards of the industry, operating under its own authority, using its own employees and using its own tractor unit. Carrier shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including, without limitation, costs and expenses of all Carrier's transportation equipment, its maintenance, and those persons who operate it. In providing services, Carrier represents and warrants that the driver(s) utilized are competent and properly licensed, and are fully informed of their responsibilities for the protection and care of the involved commodities.

3. Compliance with Applicable Laws and Regulation. Carrier warrants that (1) it is legally qualified to perform the contemplated transportation, (2) it does not have a "conditional" or "unsatisfactory" FMCSA safety rating, and (3) it shall immediately notify Broker in writing of any adverse change in its safety rating or any suspension or revocation of its operation authorities. Carrier agrees to comply with all applicable provisions of any international, federal, provincial, state and/or local law, rule and regulation. Without limiting the foregoing, Carrier shall, at Carrier's expense, comply with all laws, rules and regulations (including, obtaining all permits and licenses) which are required for Carrier to provide Broker the transportation and related services under this Agreement. Carrier agrees not to accept a shipment from Broker if that shipment would require Carrier or any of its employees, agents or permitted subcontractors to exceed or violate any speed or safety law, rule or regulation.

4. Back Solicitation. Carrier shall not during the term of this Agreement and for six (6) months following the termination of this Agreement, directly or indirectly, solicit the traffic of the freight between the origins and destinations that were first offered to Carrier by Broker (hereinafter "Brokered Traffic"). If Carrier transports Brokered Traffic other than for Broker during the term of this Agreement and for six (6) months following the termination of this Agreement, then Broker shall be immediately entitled to a commission of eight percent (8%) on the rates and charges received by Carrier on such Brokered Traffic.

5. Successors and Assigns. This agreement shall be binding upon the successors and permitted assigns of the parties hereto. Carrier shall not assign this Agreement, or any part thereof, without the prior written consent of Broker.

6. Venue and Choice of Law. The terms and conditions of this Agreement and the Tender Documents shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin without regard to its conflict of laws rules, and any suit or action enforcing the terms and conditions of this Agreement and all Tender Documents shall be brought and adjudicated in the court of general jurisdiction for Brown County, or Milwaukee County, Wisconsin. By the execution and delivery of this Agreement, both parties hereto consent to the exclusive jurisdiction of those courts. Each party hereto irrevocably waives any objection, including any objection to the laying of venue or based upon the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any documents or instruments relating hereto. Each party hereto waives personal service of any summons, complaint or other process. Such process may be made by certified mail or by any other means permitted by Wisconsin state law.

7. Modification. No waiver, alteration or modification of any of the provisions of this Agreement, or any Tender Documents, shall be binding upon either party unless in writing signed by the duly authorized representative of the party against whom such modification is sought to be enforced. Carrier agrees that Carrier's rules tariff(s), circular(s) or other publication(s) are not incorporated into this Agreement or any Tender Document. Any printed provisions on the reverse side of Carrier's forms shall be deemed deleted.

8. Savings Clause. If any provision of this Agreement or any Tender Document is held to be invalid, the remainder of the Agreement or the Tender Document shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law. Carrier agrees that the termination, breach or invalidity of this Agreement or any Tender Document does not cause Carrier's rules tariff(s), circular(s) or other publication(s) to govern the transportation and related services that Carrier provides to Broker or its Customers.

9. Waiver. No provision of this Agreement or any Tender Document shall be waived by any party hereto, unless such waiver is written and signed by the authorized representative of the party against whom such waiver is sought to be enforced. Waiver by either party of any breach or failure to comply with any provision of this Agreement or any Tender Document by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement or any Tender Document.

10. Notices. All notices required by or related to this Agreement shall be in writing and sent to the parties at the addresses set forth below and shall be deemed given when personally delivered, by confirmed facsimile, or three (3) days after having been mailed by certified mail, return receipt requested, to the following addresses:

Notice Addresses:

Broker

Schneider National Carriers, Inc
P.O. Box 2666
Green Bay, WI 54306
Fax: 920-403-8718

Carrier

Carrier Legal Name _____
Address _____
City/State/Zip _____
Fax: _____

Either party may change the address to which future notices are to be addressed by giving written notice of such change to the other party.

11. Non-Exclusive Dealing. This Agreement does not grant Carrier an exclusive right to perform the transportation and related services for Broker or its Customer(s). Broker does not guarantee any specific amount of shipments, tonnage, or revenue to Carrier. Broker is not restricted against tendering its freight to other carriers; Carrier is not restricted against performing transportation for other shippers.

12. Factoring. Carrier shall provide Broker written notice of any assignment, factoring, or other transfer of its right to receive payments arising under this Contract thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assignee/transferee, date,

date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by Broker. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time, and no multiple assignments, factoring or transfers by the Carrier shall be permitted. Carrier shall indemnify Broker against and hold Broker harmless from any and all lawsuits, claims, actions, damages (including reasonable attorneys fees, obligation, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising thereunder. Carrier also releases and waives any right, claim or action against Broker for amount due and owing under this Contract where Carrier has not complied with the notice requirements of this section.

13. Assignment of Rights to Payment by Carrier. Any factoring, assignment, pledge, hypothecation or granting of a security interest in Carrier's rights to payment hereunder shall in no event modify, limit or terminate (i) Rights of offset or recoupment provided to Broker or Customer hereunder or by law; or (ii) Claims of Broker or Customer for offset, recoupment, loss or damage to any cargo or other property, including personal injury, or any other claim which Broker or Customer may have against Carrier for any reason, whether or not Carrier has complied with section 12, above. All of Broker's and Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's or creditor's rights or claims to payment, regardless of any notice to Broker or Customer to the contrary. Carrier shall notify any such factor, secured creditor or assignee of Broker's and Customer's rights in this regard.

14. Miscellaneous.

This Contract may be executed by facsimile and in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

In the event either party incurs attorney's fees, costs or expenses in enforcing any of the provision of this Contract, or in exercising any right or remedy arising out of any breach of this Contract by the other party or their agents, subcontractors or representatives, the prevailing party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting party.

INSURANCE & LIABILITY

15. Insurance. Carrier, at Carrier's expense, shall maintain during the term of this Agreement commercial automobile liability insurance for the benefit of Broker and Customer, covering all vehicles however owned or used by Carrier to transport Broker's shipments and property damage arising out of Carrier transportation under this Agreement, with minimum limits of not less than \$1,000,000 (one million) per occurrence for personal injury (including death) and property damage, cargo liability insurance with minimum limits of not less than \$100,000 (one hundred thousand) per shipment, and if requested by Broker, commercial general liability insurance of one million dollars (\$1,000,000) per occurrence. Carrier shall provide Broker a certificate of insurance naming Broker as Certificate Holder and as additional named insured providing for notice prior to cancellation, and evidencing the foregoing coverage, prior to providing any services to Broker under this Agreement. The Carrier shall also maintain any insurance coverages required by any government body including worker's compensation (if applicable) for the types of transportation and related services specified. If Carrier fails to maintain such insurance, Broker may do so and charge Carrier for such cost and offset in accordance with this Agreement.

16. Cargo Liability. Carrier assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it or its permitted subcontractor's care, custody or control. Carrier shall indemnify Broker for all indirect, special or consequential damages, or other special economic losses, including lost profits, that might be awarded against Broker on any claim. Carrier shall pay to Broker, or it shall allow Broker to deduct from the amount Broker owes Carrier, for Customer's loss for the commodities so lost, delayed, damaged or destroyed and the amount of any indemnity, as stated above. Carrier shall not allow any of the goods tendered to Carrier to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores or any other secondary outlets without Broker's prior written consent. Carrier agrees to either pay or settle all cargo claims within 60 days of the receipt of a claim. Carrier agrees to notify Broker's Claims Department in writing, immediately whenever an accident or potential claim occurs and provide Broker with any written reports, affidavits or other assistance necessary to assess the claim.

17. Indemnification. Carrier agrees to indemnify, defend and hold Broker and Customer, and their officers, employees, agents and directors, harmless from and against any and all fines, penalties, costs, demands, damages, (including bodily injury and property damage) losses, obligations, claims, liabilities and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to: (i) any act or omission by Carrier or its subcontractors, (ii) Carrier's or any of its permitted subcontractor's performance or breach of this Agreement, and (iii) any use, operation, maintenance or possession of Customer's or Broker's owned or leased equipment by Carrier or any of its subcontractors. Carrier further agrees to indemnify, defend and hold Broker and Customer, together with their officers, employees, agents and directors, harmless from and against any and all fines, penalties, costs, losses, claims, obligations, liabilities, demands, damages and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to Carrier's use, operation, maintenance or possession of Customers' or other third party owned or leased equipment used to transport the freight tendered by Broker herein or otherwise provided on behalf of a Customer. The obligations of Carrier under this Section shall survive termination of this Agreement.

SERVICE

18. Performance of Services. Carrier agrees to meet Broker's distinct transit and pricing requirements agreed to by the parties from time to time after the Effective Date as confirmed by the Broker's issuance of a Tender sheet, Pre-note, Rate Confirmation, or other load tender document that Broker may use from time to time (hereinafter "Tender Document"). Additional service requirements of Carrier are as follows:

- Carrier shall transport Broker's shipments without delay. Carrier shall immediately notify Broker of any likelihood of delay. Carrier shall transport all freight tendered by Broker only on equipment operated under Carrier's authority.
- Carrier shall comply with all of Broker's reasonable shipping instructions communicated to Carrier, and to comply with all applicable provisions of any provincial, federal, state and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder.
- Carrier shall obtain from the consignee a complete, signed delivery receipt for each shipment, and it shall notify Broker immediately of any exception on any document. Carrier shall send Broker delivery receipts and bills of lading within twenty-four (24) hours of delivery, as Broker directs.
- If Broker requests Carrier to transport any shipment required to be placarded under DOT rules as a hazardous material, the additional provisions in Appendix A, including additional insurance requirements, shall apply for each such shipment.
- Documents for each of Broker's shipments shall name Broker as "broker" and Carrier as "carrier". If there is a wrongly worded document, the parties will treat it as if it showed Broker and "broker" and Carrier as "carrier". If there is a conflict between this Agreement and any transportation document related to Broker's shipment, this Agreement shall govern.
- Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation to allow for the safe and damage-free delivery of the goods and to avoid damage to other property.
- Carrier is responsible to determine that the goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the goods shipped, before loading and, in the event that they are not, Carrier will contact Broker for further instructions.

19. Bills of Lading and Delivery Receipts. Carrier will issue and sign a standard, uniform straight bill of lading or other receipt acceptable to Broker and Customer, upon acceptance of goods for transportation. All terms or conditions written or printed on the receipts or bills of lading which have not been specifically agreed to by Broker, either in this Contract or on any signed addenda hereto, shall have no binding effect against Broker. The receipt of bill of lading issued or executed by Carrier shall be prima-facie evidence of receipt of goods in good order and condition by Carrier unless otherwise noted on the face of said document. Carrier shall submit to Broker the original signed bill of lading evidencing good delivery of the goods, unless otherwise specifically agreed by Broker; and in that case, Carrier shall maintain custody of the original signed bills of lading and will provide them to Broker upon request. If Carrier fails to maintain and provide the bills of lading as agreed, Carrier assumes all risk of loss resulting from the failure to prove good delivery. In the event that Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the goods in order to ascertain the condition of those goods prior to loading on to Carrier's vehicle, Carrier's personnel shall immediately notify

Broker and await instructions prior to transporting the shipment, and shall note on the bill of lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped.

EQUIPMENT

20. Authorization. In consideration of and subject to Carrier's covenants, representations and warranties contained in this Agreement, Customer or Broker may authorize Carrier from time to time, to transport Customer or Broker's owned or leased equipment in accordance with the work assigned to Carrier by Broker. Carrier MAY NOT use Customer's or Broker's equipment for transporting or storing any goods except for movements authorized and assigned to such Carrier by Broker. No subcontractor of Carrier is allowed to use any such equipment without the prior written authorization from Customer.

21. Equipment. Carrier agrees to provide, operate and maintain in good working condition all equipment necessary to perform the transportation and related services under this Agreement in a safe, efficient and economical manner. All equipment used by Carrier shall be clean, dry and free of any defects or contaminating odor, and shall in all other respects be suitable and legal for the transportation of freight tendered to Carrier, and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of any waste of any kind, garbage, hazardous material or any other commodity that might adulterate or contaminate food, food products or cosmetics.

22. Equipment Inspection. To the extent that Carrier uses any equipment either owned or leased by Customer or Broker, Carrier or its authorized agent, agrees to thoroughly inspect such equipment prior to taking either possession or control of the equipment for any damage or defect to the equipment. If Carrier detects any damage or defect to such equipment, then Carrier shall promptly notify Customer or Broker thereof in writing, and to the extent that such damage or defect makes the equipment unsafe, illegal or inoperable, then Carrier shall not use or operate such equipment. By taking possession or control of Customer's or Broker's equipment, Carrier acknowledges that the equipment is free of any damage or defects except as otherwise then reported in writing, and Carrier accepts sole and exclusive responsibility for any damage, liability, cost, expense or loss occurring to the equipment or the contents therein. Carrier agrees to provide Customer and/or Broker with a daily update of the status of all of Customer's or Broker's equipment in Carrier's possession or control, which daily update shall include the unit number, the date Carrier received the equipment, the location of the equipment, and the date Carrier expects to return the equipment.

23. Misuse. To the extent Carrier uses any equipment either owned or leased by Customer or Broker, equipment not promptly returned to Customer or Broker upon completion of the tendered load, equipment returned in poor condition (as determined by Broker or Customer), or equipment used for any purpose other than what is provided by this Agreement, shall be considered to be misused by Carrier. Nothing in this Agreement shall be construed to permit Carrier to secure, or place a seal on, any Customer's or Broker's equipment not offered in interchange, and any such action on the part of Carrier shall be considered misuse. Broker on behalf of itself or Customer shall assess a fee of TEN THOUSAND dollars (\$10,000) per unit for each offense of misuse and TWO HUNDRED dollars (\$200) per day per equipment unit not returned, until the equipment is returned to Customer or Broker, as the case may be. From time to time, Customer or Broker may notify Carrier that these fees may be modified. In addition to the foregoing fee, Broker may immediately terminate this Agreement, which termination shall not affect any obligation or rights of the parties accruing or incurred prior to, and as a result of, such termination.

24. Equipment Repairs. To the extent Carrier uses any equipment either owned or leased by Customer or Broker, if such equipment is damaged while in Carrier's possession or control, or at any time after pick up and before delivery back to the sole control and possession of Broker or Customer, then Carrier shall be responsible for the cost of all such repairs, loss, or damage to such equipment. Carrier shall immediately notify Customer or Broker of any damage to any of their respective owned or leased equipment. Customer or Broker, respectively, have the option to instruct Carrier, at Carrier's cost, to perform the repairs so long as Carrier can repair the equipment to Customer's or Broker's specifications. In the alternative, if Carrier returns the damaged equipment to Customer or Broker, Customer or Broker may at Carrier's cost, repair the damaged equipment to their fleet specifications and shall invoice Carrier for all costs of repair. All such payments shall be immediately due and payable. Any delay in the return of the equipment to Customer or Broker shall result in a per diem charge of \$50

per unit per day, commencing upon the 2nd day after delivery of the tendered load and \$100 per unit per day, commencing upon the 7th day after delivery of the tendered load and continuing thereafter until the return to Customer/Broker in good condition. Broker may notify Carrier of a change in these rates from time to time, which change shall be immediately effective upon notice.

25. Lost, Stolen, Irreparably Damaged or Destroyed Equipment. To the extent Carrier uses any equipment either owned or leased by Customer or Broker, if Customer or Broker's equipment is lost, stolen, irreparably damaged or destroyed, all as determined within the sole discretion of Customer or Broker, as the case may be, then the Charges will stop accruing on the date Carrier pays to Customer or Broker, the replacement value of the lost, stolen, irreparably damaged or destroyed equipment, together with any accrued Charges. In the event that lost or stolen equipment is recovered after Carrier's payment hereunder, Carrier may recover from Customer or Broker, respectively, its payment to Customer or Broker, after Carrier has returned the equipment in the same condition as received by Carrier, normal wear and tear only excepted, and upon Carrier paying all accrued Charges from the date the Charges started accruing until the equipment is returned to Customer or Broker.

BUSINESS CONDUCT

26. Rates and Charges. The rates and charges that shall be in effect for all movements tendered to Carrier by Broker shall be as set forth on the Tender Document issued by the Broker and given to Carrier ("the Charges"). For purposes of this Agreement "Tender Document" shall be defined as the work assignment sheet and the rate contract sheet which originates with Broker and is sent to Carrier. Carrier represents, warrants and agrees that there are no other applicable rates or charges except those set forth on the Tender Document issued by Broker from time to time. Broker shall pay Carrier 30 days after Broker's receipt of Carrier's invoice, shipper's bill of lading, signed, clear delivery receipt and other document required by Broker or Customer. Carrier agrees that it shall not bill the shipper/consignee or any third party directly nor shall it communicate in any manner, directly or indirectly, with Broker's customers, consignors, consignees or any party other than Broker, concerning the collection of any charges relating to transportation services accruing in connection with or as a consequence of this Contract; and waives any right it may otherwise have to proceed or commence any action against any Customer for the collection of any freight bills arising out of transportation services performed by Carrier under this Contract. Carrier will not accept payment from any shipper/consignee or any third party for providing transportation under this agreement. Carrier's performance of the work contained in the Tender Document, or commencement to perform, is confirmation of acceptance of the rate and Charges contained in that document. No other rates, terms, conditions, charges, fees, expenses or any other amounts shall be payable by Broker to Carrier unless such items are included in the written Tender Document. Nothing in any bill of lading or other Carrier-issued document shall be binding upon Broker or Customer. Unless specifically included in the Tender Document, Broker shall not be required to make payment for any accessorial charges, equipment or escort rentals for the tendered movement, or any other special permitting or operating expenses.

27. Carrier's Right to Subcontract. Except as provided in this section, Carrier shall not, in any manner, subcontract, broker or tender to any third party for transportation, any freight tendered to Carrier by Broker for transportation pursuant to this Contract. Carrier may subcontract the services that Carrier has agreed to perform for Broker under this Agreement, only if: (i) Carrier provides Broker prior written notice of such subcontracting, (ii) Broker acknowledges in writing, that the subcontracting may occur; and (iii) Carrier remains liable for the full and faithful performance of all obligations contained in this Agreement, including the obligation to indemnify Broker and Customer in accordance with Section 17, as if no such subcontracting has taken place. Nothing in this Agreement, or in this Section shall permit or allow Carrier to assign or delegate any of its other that as specifically provided in this section, duties or obligations under this Agreement.

28. Payment. On a monthly basis, Broker will issue Carrier an invoice for any undisputed amounts due and owed by Carrier pursuant to this Agreement. Separate invoices for repairs, penalties, and any other miscellaneous charges will be issued as necessary. Payment in full of an invoice shall be made by Carrier within fifteen (15) days from the date of the invoice. In the event Carrier contests any portion of an invoice, Carrier shall provide a written explanation and submit substantiating documentation to Schneider within the fifteen (15) day time period. Payment for all portions of the invoice not being contested shall be made by Carrier within the fifteen (15) day time period. Carrier also agrees to pay Broker all costs it incurs to collect a past due invoice, including reasonable attorneys' fees. Payment to Carrier by Broker shall be complete and final and without recourse.

29. Waiver of Carrier's Lien. Carrier, for itself and on behalf of all of its agents or subcontractors, hereby waives and agrees not to assert or make any claim arising out of any motor carrier's lien which Carrier would otherwise be allowed to assert upon any cargo or goods which are tendered by Broker to Carrier or which are otherwise in the possession or control of Carrier or its subcontractors or agents. Carrier shall not withhold delivery of any freight due to any dispute with Broker or Customer.

30. Insolvency. In the event of insolvency proceedings being instituted by or against Carrier, the Broker, any agent of Broker, or Customer may immediately enter upon any owned or leased property of Carrier where any cargo, goods or Customer owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to Carrier.

31. Set-Off. Broker or Customer, each for the other, may set off, withhold, recover, or recoup: (i) any amounts payable to Carrier herein, by law, or under any other agreement or arrangement between Carrier and either Broker or Customer, or any of their affiliates, subsidiaries, or their parent, against (ii) any amounts due from Carrier to either Broker or Customer, or their respective subsidiaries, parent or affiliates, under this Agreement, under law, or which arises out of the transportation provided herein or any other agreement between Carrier on the one hand and Broker or Customer or their subsidiaries, parent, or affiliates on the other hand. In addition, in the event Broker makes payment to Carrier as provided herein and Carrier fails to make payment to any subcontractor permitted under section 27 above, then Broker may, at its option, pay such subcontractor and offset the amount paid against any amounts owed or to be owing to Carrier by Broker or any of Broker's affiliates.

32. Entire Agreement. This Agreement, with the Tender Documents issued by Broker constitutes the entire agreement between the parties and supersedes all contemporaneous oral agreements and all prior oral and written communications, agreements and contracts between Carrier and Broker with respect to the subject matter of this Agreement. Any provisions on any Carrier-provided form whether before or after the execution of this Agreement, shall be deemed null and void and of no effect and shall not modify the terms and conditions of this Agreement. Broker may, from time to time, modify or amend the terms or conditions of this Contract, or the specific Broker companies which are parties to this Contract by means of a written amendment which it shall promptly mail or otherwise transmit to Carrier. Said modification or amendment shall become effective three (3) days after transmission by Broker. Carrier's continued acceptance of freight tendered by Broker or Broker's customers thereafter shall constitute acceptance by Carrier of such modification or amendment of this Contract. In the event that any portion of this Contract is declared void or unenforceable, then such provision shall be deemed severed from this Contract which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement at Green Bay, Wisconsin as of the Effective Date, and by doing so, represent and warrant that they have been or are specifically authorized to do so on behalf of the organization they represent.

Broker: Schneider National Carriers Inc.

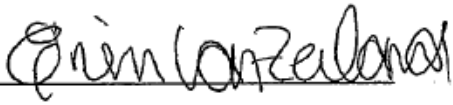
Carrier Legal Name _____

Broker Authority #: 133655

Motor Carrier #: _____

By: Erin Van Zeeland

Signed By (Print name): _____

Signature: 

Signature: _____

Title: VP & General Manager,
Schneider Transportation Management

Title: _____

Date: _____

Date: _____

Schneider National, Inc.
P. O. Box 2500
Green Bay, WI 54306-2500
Attn.: Accounts Payable

Dear Vendor,
It is essential that you complete and return (fax if possible) the enclosed forms before we can create a remittance for you.
Please print or type legibly so as not to delay your payment.

TAXPAYER IDENTIFICATION NUMBER REQUEST

**W-9
FORM**

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with this information, you may be subject to a \$50 penalty imposed by the Internal Revenue Service under section 6723.

INSTRUCTIONS: **Complete part 1** by filling in the row of boxes that corresponds to your tax status.
Complete part 2 if you are exempt from form 1099 reporting.
Complete part 3 to sign and date the form.
Fax or send form to above address.

PART 1 TAX STATUS: (Complete one row of boxes)

INDIVIDUAL: INDIVIDUAL'S NAME _____
INDIVIDUAL'S SOCIAL SECURITY NUMBER ____-____-_____

SOLE PROPRIETOR: *A sole proprietor may have a "doing business as" trade name, but the legal name is the name of the business owner.*

BUSINESS OWNER'S NAME _____
BUSINESS OWNER'S SOCIAL SECURITY NUMBER ____-____-_____
BUSINESS OR TRADE NAME _____

PARTNERSHIP: *A partnership may have a "doing business as" trade name, but the legal name is the list of the names of the partners.*

NAME OF THE PARTNERSHIP _____
PARTNERSHIP'S FEDERAL ID NUMBER ____-____-_____ OR
PARTNERSHIP'S SOCIAL SECURITY NUMBER ____-____-_____ PARTNERSHIP'S LEGAL NAME (NAME OF FIRST PARTNER) _____

CORPORATION, a corporation may use an abbreviated name or its initials, but its legal name is the name on the EXEMPT CHARITY, articles of incorporation OR OTHER ENTITY:

NAME OF CORPORATION OR ENTITY _____
EMPLOYER IDENTIFICATION NUMBER ____-____-_____

PART 2 EXEMPTION:

If exempt from Form 1099 reporting, check here and circle your qualification exemption reason below:

1. Corporation
2. Tax Exempt Charity Under 501 (A), Or IRA
3. The United States Or Any Of Its Agencies or Instrumentalities
4. A State, The District Of Columbia, A Possession Of The United States, Or Any Of Their Political Subdivisions
5. A Foreign Government Or Any Of Its Political Subdivisions

PART 3 CERTIFICATION:

I certify under penalty of perjury that the Tax Identification Number I have provided is correct.

PERSON COMPLETING THIS FORM:

(PLEASE PRINT)

SIGNATURE: _____

(PLEASE SIGN HERE)

DATE: __/__/__

Schneider Transportation Management: Carrier Billing Instructions

We realize that prompt and accurate payment of your freight invoices is crucial to your business success. Schneider Transportation Management's standard terms are 30 days from receipt of invoice and bill of lading. In addition, a QuickPay Program is available. To learn more about the QuickPay Program, contact 800-558-1179. To help facilitate this process, the following billing instructions will help eliminate rejected bills that require re-submission.

Submit original invoices and signed bill of lading via:

- Fax to 720-895-4900
- E-mail to schneiderpay@trippak.com.
- If you do not have email or fax available to you, invoices and bill of lading can be mailed to:
Schneider Transportation Management
PO Box 9569
Louisville, KY 40209

As payment terms are 30 days from receipt of invoice and bill of lading, we encourage you to utilize the fax or e-mail option to ensure quick payment. Additionally, Schneider offers electronic deposits at no cost. If you are interested in getting set-up for electronic deposits, please contact the Payment Team at 800-558-1179.

Standard Invoice and Back-Up Documentation Requirements for Schneider Brokerage

- **All invoices must reference a 7 or 8 digit alpha-numeric Schneider Load number** (a.k.a. Shipper Number or Shipment ID #) as the B/L number. (Schneider load numbers contains two letters followed by five or 6 numeric digits,) If the Schneider Load number is not referenced on the invoice, the invoice will be rejected and payment will be delayed due to the missing information.
- **All invoices require a copy of the Schneider Rate Tender Sheet** (a.k.a. tender sheet or contract) referencing the Schneider Load number or Shipment ID #.
- **All invoices require a signed B/L as proof of delivery.**
 1. **Each Schneider load number must have a separate carrier invoice** along with proper backup documentation e.g. Bill of Lading, Schneider Tender Sheet. Failure to provide a unique invoice number for each movement will not be accepted for payment.
 2. All accessorail charges must be approved by Schneider prior to the driver performing the added service for approval

Balance Due Bills

In the event that an invoice is not paid in full you must submit a balance due invoice for the disputed amount. Do not send the original invoice, but you will need to include the original Pro number or Invoice number on the bill.

All Balance due bills must include:

1. Invoice #.
2. Schneider Load Number that was short paid (alphanumeric with two letters followed by six or seven numeric digits).
3. Pickup Date
4. Origin City & State
5. Destination City & State
6. Linehaul Amount (\$)
7. Toll Amount (\$, if applicable)
8. Stop Off Amount (\$, if applicable)
9. Total Amount (Linehaul + Toll + Stop Off \$)
10. The amount already paid
11. The balance due

Back-up documentation for each Schneider Load Number on the Balance Due summary invoice is required as defined above in "Standard Invoice and Back-Up Documentation Requirements for Schneider Transportation Management." The Schneider Load Number should be noted on the upper right-hand corner of each back-up document included with a summary invoice.

Payment Resolution Contacts:

For freight bill inquiry or general problems concerning billing, please contact Schneider Carrier Services at 800-558-1179.